Invitation for Bids Pole Barn at the Waste Management Facility Moultonborough, NH August 25, 2011



Joel R. Mudgett, Chairman Board of Selectmen

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PLEASE POST

TOWN OF MOULTONBOROUGH

Invitation for Bids

Pole Barn

Sealed bids for the design and construction of a pole barn for the Waste Management Facility located at 253 Holland Street, Moultonborough, New Hampshire, will be received until 2:00 p.m. on Thursday, August 25, 2011 in the Offices of the SelectBoard, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. A detailed package with information on the project, the conditions thereof, and bid forms, is available at www.moultonboroughnh.gov (click on Paid, Volunteer and Contract Openings) or said offices during normal business hours.

Your bid envelope must be marked with the project, item or service being sought, and the date the bids are due. If you send your bid by mail you should put it into a separate sealed envelope, marked as required, inside the mailing envelope to safeguard against it being opened in error.

The work includes providing all engineering and construction services to complete a 30-foot wide by 40-foot long pole barn. The pole barn shall be wood frame construction with a minimum 14-foot vertical clearance, closed gable ends and open bays suitable for easy access by fork lift trucks utilized at the Waste Management Facility. The pole barn will be used for storage of baled recyclable materials. The estimated contract value is \$32,500 +/-.

Each bid shall be accompanied by a bid and performance deposit in the form of a certified, treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Bid Price. No bidder may withdraw his/her Bid for a period of 60 days (excluding Saturdays, Sundays, and legal holidays) after the actual date of the opening of the Bids. The successful bidder will be required to execute the Contract Agreement within 10 days following notification of the acceptance of his bid.

Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email (cterenzini@moultonboroughnh.gov), by Carter Terenzini, Town Administrator, no later than 4:00 p.m. on Thursday, August 18, 2011.

The town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

Joel R. Mudgett, Chairman/s/ Board of Selectmen

Posted: Town Bulletin Boards (7)

SAU

Advertised: Meredith News & Carroll County Independent 08/04/11 & 08/11/11

Mailed: Vendors List

Web: Town; Craigslist; winnipesaukee.com; NHLGC

REQUEST FOR PROPOSALS

DESIGN/BUILD SERVICES POLE BARN FOR WASTE MANAGEMENT FACILITY MOULTONBOROUGH, NEW HAMPSHIRE

Invitation to Bid

The Town of Moultonborough, New Hampshire is seeking to retain a firm to provide design/build services to complete the construction of a pole barn at the Waste Management Facility owned and operated by the Town and located at 253 Holland Street, Moultonborough, New Hampshire.

Sealed Bids for the design and construction of a pole barn for the Waste Management Facility located at 253 Holland Street, Moultonborough, New Hampshire, will be received until 2:00 p.m. on Thursday, August 25, 2011 in the Offices of the SelectBoard, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud.

Your bid envelope must be marked with the project, item or service being sought, and the date the bids are due. If you send your bid by mail you should put it into a separate sealed envelope, marked as required, inside the mailing envelope to safeguard against it being opened in error.

The work includes providing all engineering and construction services to complete a 30-foot wide by 40-foot long pole barn. The pole barn shall be wood frame construction with a minimum 14-foot vertical clearance, closed gable ends and open bays suitable for easy access by fork lift trucks utilized at the Waste Management Facility. The pole barn will be used for storage of baled recyclable materials. The estimated contract value is \$32,500 +/-.

The sealed envelope shall be marked:

Request for Proposals
Design/Build Services
Pole Barn for Waste Management Facility
August 25, 2011

The work includes providing all engineering and construction services to complete a 30-foot wide by 40-foot long pole barn. The pole barn shall be word frame construction with a minimum 14-foot vertical clearance, closed gable ends and open bays suitable for easy access by fork lift trucks utilized at the Waste Management Facility. The pole barn will be used for storage of baled recyclable materials. All work will be completed on site at the Waste Management Facility owned and operated by the Town of Moultonborough.

IMPORTANT - Questions on This Invitation for Bids - IMPORTANT

Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email (cterenzini@moultonboroughnh.gov), by Carter Terenzini, Town Administrator, no later than 4:00 p.m. on Thursday, August 18, 2011.

All answers to any such questions will be issued in the form of an addenda on the Town's web site at the same location as this initial Invitation no later than 4 p.m. on Monday August 22, 2011. It is the responsibility of the bidders to obtain this addenda and account for it in their final bid submission.

Site Inspections

You may enter upon the site anytime between 9 a.m. and 4 p.m. on Monday, Tuesday, Friday or Saturday to inspect the site. Do please first stop in to the office of the facility to advise the supervisor that you are there for that purposes.

Time for Performance

We expect to award a contract on or about September 15, 2011. We expect to be able to fully execute a contract with you on or before September 30, 2011. You must specify the number of calendar days, from the date we execute a contract that you expect it to take for your work.

Instructions to Bidders

- 1. All Bids must be submitted in the place, time and manner as set forth in the Invitation to Bid.
- 2. Complete sets of documents must be used in preparing the Bid. Documents shall include: the Bid Form as herein provided; Bid Security; and Statement of Bidders Qualifications. Failure to submit any part of the requested information may be deemed by the Town as a non-responsive Bid. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete documents.
- 3. All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.
- 4. Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of a responsible representative prior to the stated time and at the place of the Bid Opening. Town is not responsible for Bids delayed by mail and/or delivery services.
- 5. Once the Bid is submitted and received by the Town, the Bidder agrees that he may not and will not withdraw his Bid within 60 business (excluding Saturdays, Sundays, and legal holidays) days after the actual date of the opening of Bids.

- 6. The Town may reject Bids which in its sole judgment are incomplete, conditional, obscure, not responsive, which contain additions not called for, erasures not properly initialed, alterations, or other similar irregularities; or the Town may waive such omissions, conditions or irregularities. The Town reserves the right to reject any or all Bids and waive any minor or non-material informalities, should the Town deem it to be in the public interest to do so.
- 7. If, at the time this contract is to be awarded, all Bids submitted by responsible Bidders exceed the amount of the funds available to finance the contract, the Town may reject all bids or take any other action deemed to be in the best interest of the Town.
- 8. The Bid must be accompanied by a Bid security made payable to the Owner in the amount of five (5) percent of the total amount of the Bid in the form of a certified check, bank money order or Bid Bond (on the form approved by the Owner) issued by a surety. The certified check, bank money order or Bid Bond will be held by the Owner as security for the fulfillment of the Bidder's agreements as herein set forth and as set forth in the Bid. Should the Bidder fail to fulfill such agreements his Bid check or money order shall become the property of the Owner or if a Bid Bond was furnished the Bid Bond shall become payable to the Owner, as liquidated damages
- 9. No award will be made to any Bidder who cannot satisfy the Town that he has sufficient ability and experience in the class of Work to be completed and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time period specified. The Town's decision or judgment on these matters shall be final, conclusive, and binding.
- 10. The Town may make such investigations as it deems necessary, and the Bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.
- 11. Each Bidder is responsible for inspecting the site. Bidders must satisfy themselves by personal examination of the site of the Work and by such other means as they may wish, as to the actual conditions existing at the site, the character and requirements of the Work, the difficulties attendant upon the execution of the Work, and the accuracy of all estimated quantities stated in the Bid. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligations with respect to his Bid.
- 12. All information given relating to subsurface and other conditions, natural phenomena, existing utilities, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of Bidders and is not guaranteed.
- 13. It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing utilities or other structures encountered during construction will be the same as those indicated on any information provided by the Town.

- 14. It is agreed and understood that no Bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner, as a basis of or ground for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing utilities or other structures actually encountered during the construction work.
- 15. Any information given to Bidders other than by means of Addenda, is given informally for the convenience of the Bidder only and is not guaranteed. The Bidder agrees that such information shall not be used as the basis of any claim or demand against the Town.
- 16. Any supplemental instructions and information will be in the form of written Addenda which, if issued, will be emailed, faxed or mailed to all prospective Bidders at the respective addresses furnished for such purposes. The Town will send a copy of Addenda to those prospective Bidders and parties known to have taken out a request for Proposals at the time the Addenda is issued. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve any Bidder from any obligation under Bidder's Bid as submitted.
- 17. The Bidder whose Bid is accepted will be required and agrees to duly execute the Agreement and furnish the required Bonds.
- 18. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for in the Contract Documents.
- 19. A Pre-Bid Conference will be held at the time and location indicated in the Invitation to Bid. Representatives of the Town will be present to discuss the Project. Oral statements made at the Pre-Bid Conference may not be relied upon and will not be binding or legally effective.
- 20. The Town reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Town's award, the final award will be based on the Town's determination, in its sole discretion, of which Bid will be in the best interest of the Town.

Project Requirements

The Contractor shall provide all profession services, material, labor and equipment required to design, furnish, build and coordinate the construction of a pole barn at the Waste Management Facility located at 253 Holland Street, Moultonborough, New Hampshire. In general the contractor shall provide:

1. Construction drawings and specifications sealed by qualified engineers registered in the State of New Hampshire. Contractor shall retain the services of experienced, qualified professional engineers in all the necessary disciplines to complete the design including but not limited to structural, geotechnical and civil. Design and construction shall comply with the applicable building codes, latest edition, for design criteria and standards.

- 2. Permits as required by the Town of Moultonborough. Fees for local permits shall be waived.
- 3. Field surveys and engineering necessary to complete the project.
- 4. Excavation and backfill for building foundation.
- 5. Building foundation suitable for the pole barn structure.
- 6. Placement, grading and compaction of gravel in the floor area and access transitions from floor area to the building exterior. Grade and type of transitions shall be suitable for the equipment (fully loaded) to be use within the building.

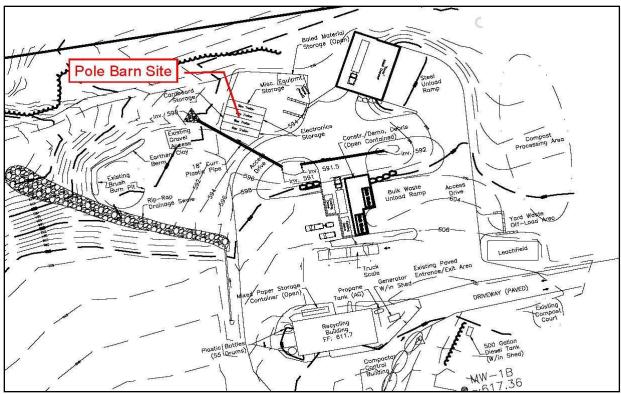
7. Building Dimensions:

- a. 30-foot wide by 40-foot long as measured from the centerline of columns.
- b. 14-foot minimum vertical clearance.
- c. 20-foot minimum clear span in each bay

8. Building Materials:

- a. Roof: Roof shall be pre-engineered trusses at 4:12 pitch with steel roofing (minimum 40 year warranty). Roof color and style to be determined by Owner. Roof shall have 1-foot overhang with vinyl vented soffit and seamless gutters and downspouts. A mono pitch without gutters may be requested by Owner.
- b. Sides: Sides shall be posts placed to achieve minimum clear span. Siding shall be T-111 installed on gable ends only.
- c. All exposed wood to be PT rated for ground contact or equal.
- d. All exposed wood to be painted with Sherwin Williams Duration paint or equal. Minimum one coat primer; two coats finish. Color to be determined by Owner.
- 9. Building Location: Refer to Figure 1 for the location of the propose pole barn at the Waste Management Facility, 253 Holland Street, Moultonborough, NH.

Figure 1
Pole Barn Location



Project Execution

In general the project will be completed as follows. By submission of a Bid, the Contractor agrees to the terms and conditions as herein stated.

- 1. Submit all bonds and insurance and execute the construction contract.
- 2. Attend a meeting with the Town to discuss outstanding issues, Town concerns, project requirements, project schedule, budgetary constraints, and the prosecution of the scope of services.
- 3. Submit a work plan to the Town for review. The work plan shall include: names of consultants, suppliers and vendors; name and contact information for project supervisor and after-hours response personnel; project schedule; and schedule of values. Project schedule shall be in format as approved by the Town. Additional information may be requested by the Town; Contractor shall promptly respond to request for additional information.
- 4. Obtain and review available data and information.
- 5. Perform field reconnaissance of pole barn site to assess existing conditions and identify requirements for project execution. Field reconnaissance will be completed with Town representatives.

- 6. Complete the design of the pole barn including all foundation, structural and site requirements. This includes the completion of all field services such as existing condition surveys and subsurface investigations, permits and agency coordination, and coordination with Town representatives. The design of the pole barn is the sole responsibility of the Contractor.
- 7. Prepare drawings, specifications, manuals and related materials (design documents). Design documents shall describe with specificity all elements, details, components, materials and other information necessary for the complete construction of the project and the rendering of the project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining all regulatory approvals by applicable regulatory authorities. Submit documents to the Town for review and comment. Address comments and resubmit to the Town. Contractor shall not proceed to construction until the documents are reviewed and approved by the Town. Documents shall be sealed by qualified licensed professional engineer(s) registered in the State of New Hampshire. Any review and approval by the Owner shall not relieve the Contractor of or otherwise diminish its obligations under the agreement.
- 8. Attend a preconstruction meeting to discuss the execution of the construction phase of the project.
- 9. Furnish all labor, equipment and materials necessary to complete the construction of the pole barn complete and in-place and render the project and all its components operational and functionally and legally useable for its intended purpose. The Contractor shall be responsible for all construction operations and activities. At the completion of the project, the Contractor shall submit a certificate of compliance that the pole barn was constructed in accordance with the approved design documents. The certificate of compliance shall be signed by the Contractor and signed and stamped by the Contractor's design engineer(s).
- 10. Attend progress meetings with the Town to discuss project progress as required. Meetings will be scheduled by the Town. It is anticipated that progress meeting will be held on an as-needed basis until design approval and weekly during construction.

General Conditions of the Contract

- 1. Project Work Identification: The Contractor shall furnish all labor, equipment, materials, supplies and plant, and do all operations necessary to complete all work to complete the design and construction of a pole barn as specified by the Owner. All supervision, overhead items, protection and precautions, temporary facilities and controls and all other costs, incidental to the design and construction work, complete, and as specified, are included. Contractor shall perform all work necessary to construct the project and to render the project and all its components operational and functionally and legally useable for the intended purpose. A complete working job shall be produced whether or not any particular wording or direction is omitted or not clearly stated.
- 2. Payment: The Application for Payment shall be submitted on a form acceptable to the

Owner. For lump sum items, the Contractor shall be paid in accordance with the progress schedule and schedule of values on the basis of the percentage of the actual work accepted during the period of construction. After the work for the respective lump sum items is completed, 100% of the lump sum price may be paid, less retained amounts, unless otherwise specified. Partial payment of materials delivered and stored on site shall be as determined by the Owner.

Progress payments shall be made in an amount equal to 85 percent of the work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine. The retainage shall be held by the Owner and released only after the Owner has accepted the project.

The final application for payment shall be accompanied by:

- a. a list of all Claims against Owner that Contractor believes are unsettled; and
- b. complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.
- 3. Schedule of Values: The Contractor shall submit a breakdown of the cost of all lump sum items in the Bid in a manner that may be used as the basis for estimating the value of the work completed to the end of any month. The basis and detail of the breakdown shall meet with the Owner's approval. The schedule of values of all lump sum items in the Bid shall be submitted within seven (7) calendar days from the date of the Notice to Award.
- 4. Change in Scope of Work: The Owner reserves the right to delete any item of work from the Contract without penalty.
- 5. Owner Occupancy: The Owner will occupy the site during the entire period of construction for the conduct of normal operations. The Contractor shall cooperate with the Owner to minimize conflicts and to facilitate Owner's operations. Contractor shall schedule the work to accommodate this requirement.

6. Insurance:

a. Prior to commencing work, and throughout the term of this Contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage for the following types and levels of coverage:

i. Workers Compensation: Statutory

ii. Automobile and Equipment: \$1 Million/\$1 Million

iii. Property Damage: \$1 Million/\$2 Millioniv. General Liability: \$1 Million/\$2 Million

b. The Owner shall be named as certificate holder and shall be included as additional insured.

- c. The Owner shall be notified no earlier than thirty (30) days before any such policy is cancelled, altered or materially changed.
- d. If a subcontractor or sub-consultant is used for any portion of the work, the Contractor will provide to the Owner a similar certificate, in similar amounts and under similar conditions, from the Subcontractor.
- e. Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Owner be found liable to principals, officers, employees and agents of the Contractor, the Owner may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.
- 7. Specific Representations: Contractor, by executing an agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere, or implied by operation of law, makes the following express representations to Owner:
 - a. Contractor and Contractor's sub-consultant(s) are professionally and fully qualified to act as the design professional and the general contractor for the project and are, and will remain, licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over the Contractor or the project.
 - b. Contractor will maintain all necessary licenses, permits or other authorizations necessary to act as Contractor for the project until Contractor's duties under the contract have been fully satisfied.
 - c. Contractor has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the design services and the work in accordance with the terms of this RFP and the agreement.
 - d. Contractor assumes full responsibility to Owner for the improper acts and omissions of its subcontractors and sub-consultants or others employed or retained by Contractor in connection with the project.
- 8. Testing: Contractor shall employ a certified, independent testing laboratory acceptable to Owner to perform field and laboratory material evaluation tests. Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.
- 9. Compliance: The Contractor shall be responsible for ensuring the project complies with all local, state and federal regulatory requirements.
- 10. Warranty: If within one year after the date of substantial completion, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- a. Repair such defective land or areas; or
- b. Correct such defective work; or
- c. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and
- d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting there from.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

Where defective work (and damage to other work resulting there from) has been corrected or removed and replaced, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

11. Indemnification: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

Town of Moultonborough

Pole Barn at the Waste Management Facility Bid Form

(Please Print or Type)

| Nam | e of Bidder: | | | _ |
|--------------|--|---|---|---------------------|
| Addı | ress: | | | _ |
| a | · D | | | _ |
| Cont | act Person: | Telephone | Fax | |
| | | Email | | _ |
| ATT | ENTION: | | | |
| Boar P.O. | foel R. Mudgett, d of Selectmen Box 139 Itonborough, NH | | | |
| Dear | Mr. Mudgett: | | | |
| unde | _ | - | vith the subject invitation for bids t d work items as requested in accord | |
| A. | Project Identific | cation: Pole Barn-Waste M | anagement Facility | |
| В. | Proposal Of:and existing und | der the laws of the State of _ (specify corporation; part | (hereinafter referred to as Bid doing business tnership; or individual). | der) organized as a |
| C. | This Bid is Sub | mitted To: Town of Moulto | onborough, New Hampshire (Owne | er) |
| D. | with the Owner Proposals (RFP | to perform and furnish all | accepted, to enter into an contract Work as specified or indicated in the thin the contract times stated and RFP. | the Request for |

- E. Bidder accepts all of the terms and conditions of the Invitation to Bid, Instructions to Bidders and General Conditions of the Contract as specified in the RFP.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) business (excluding Saturday, Sunday and legal holidays) days, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of counterparts of the Agreement with the required Bonds, Certificates of Insurance and other documents within ten (10) calendar days after the date of Owner's Notice of Award.
- H. Bidder, by submittal of this Bid, agrees with the Owner that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as herein provided. Should the Bidder fail to fulfill any of his agreements as herein set forth, it is agreed that the amount stated in the Bid Bond shall be paid as damages to the Owner by the Surety. If a certified check was issued in lieu of a Bid Bond, the Owner shall have the right to retain, as damages, the certified check which shall become the Owner's property.
- I. In submitting this Bid, Bidder further represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

| Number | Date |
|--------|------|
| | |
| | |

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site, the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all available drawings of physical conditions in or relating to existing surface or subsurface utilities or structures at or contiguous to the site. Bidder accepts the determination of the technical data contained in such reports and drawings upon which Bidder is entitled to rely. Bidder acknowledges that such reports and drawings are not a part of the contract and may not be complete for Bidder's purposes.

- 6. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- 7. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the RFP with respect to subsurface conditions or underground facilities at or contiguous to the site.
- 8. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- 9. Bidder certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person, firm, joint venture, partnership, corporation or other business or legal entity.
- 10. Bidder acknowledges that no officer, agent, or employee of the Owner is directly or indirectly interested in this Bid.
- 11. Bidder states that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments, or other municipal charges that I owe to the Town of Moultonborough or have payment agreement in place or have filed an appeal over the same.

BID

- A. Bidder must bid on each item. All prices, except item totals, shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern. In case of discrepancy between the product obtained by multiplying the estimated quantity by the unit price, and the extended amount, the product obtained shall govern. In case of discrepancy between total of extended amounts and total amount of bid stated, total of items shall govern.
- B. Prices shall be typewritten or written by hand in ink.

(SEAL – if Bid is by a corporation)

C. The subdivision of the proposed lump sum (LS) contract price is indicated as follows:

| Itom | IImit/Otre | Contract Price | | | |
|-----------------------------|------------|----------------|---------|--|--|
| Item | Unit/Qty | Words | Figures | | |
| Pole Barn | LS/1 | | | | |
| Total Contract Price | LS | | | | |

- D. Time for Completion: I will complete this work within _____ calendar days (In Figures) of the execution of a contract.
- E. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

| Respectfully submitted: | Date |
|--|-----------------------------|
| Ву | |
| (Signature and Title of Person Authorized to | Sign Bid) |
| | |
| (Name of Bidder) | |
| | |
| (Business Street Address) | |
| | () |
| (City and State) | (Business Telephone Number) |
| | |

STATEMENT OF BIDDERS QUALIFICATIONS

GENERAL INFORMATION

| A. | Name: | | | | | |
|----|-------------------------------|---|--|--|--|--|
| | Principal Office Address: | : | | | | |
| | | | | | | |
| | Telephone: | | | | | |
| В. | If a Corporation, answer | If a Corporation, answer the following: | | | | |
| | When incorporated: | | | | | |
| | In what State: | | | | | |
| | Director's names (s) | | | | | |
| | | | | | | |
| | | | | | | |
| | President's Name: | | | | | |
| | Vice President's Name: | | | | | |
| | Secretary's Name: | | | | | |
| | Treasurer's Name: | | | | | |
| | | | | | | |
| C. | If a partnership, answer th | he following: | | | | |
| | Date of Organization: | | | | | |
| | State whether partnership | is general or limited: | | | | |
| | Name and Address of Partners: | | | | | |
| | | | | | | |
| | | | | | | |
| | - | | | | | |

EXPERIENCE

| A. | How many years has your organization been in business as contractor under your present business name? | | | | |
|----|---|---|------------------------|------------------|----------------|
| В. | What are | the prior names of your | | | |
| C | How mor | vy voors of oversions. | | ion hove as a r | |
| C. | | ny years of experience ork specified in the Cor | | | |
| D. | List below | w the largest projects yo | our organization has o | completed. | |
| | | Contract Amount | Project Title | Owner | When Completed |
| | 1. | | | | |
| | 2. | | | | |
| | 3. | | | | |
| | 4. | | | | |
| | 5. | | | | |
| | Name and | d address of references t | for respective project | ts listed above: | |
| | 1. | | | | |
| | 2. | | | | |
| | 3. | | | | |
| | 4. | | | | |
| | 5. | | | | |
| E. | List other | references: | | | |
| | | | | | |

| | | ~ . | | | |
|----|---------------------------------------|--|-------------------------|--------------|----------------|
| | | Contract Amount | Project Title | <u>Owner</u> | When Completed |
| | 1 | | | | |
| | 2. | | | | |
| G. | | n ever failed to complete Company and circumst | | | |
| Н. | | largest dollar volume rear that it was complete | | | |
| | | REFERENCES | | | |
| | | e (1) banking institution | n reference: | | |
| | Name: | e (1) banking institution | | | |
| | Name: | | | | |
| | Name: | | | | |
| В. | Name: Address: | | | | |
| В. | Name: Address: | o (2) credit references o | | sted above. | |
| В. | Name: Address: Name tw Name: | o (2) credit references o | other than the bank lis | sted above. | |
| В. | Name: Address: Name tw | o (2) credit references o | other than the bank lis | sted above. | |
| В. | Name: Address: Name tw Name: Address: | o (2) credit references o | other than the bank lis | sted above. | |

CERTIFICATION

| I hereby certify that the information submitted herewith, | including any | attachment, | is true t | o the |
|---|---------------|-------------|-----------|-------|
| best of my knowledge and belief. | | | | |

| | Firm Name | |
|--------|-----------|--|
| D | | |
| By: | Signature | |
| | Signature | |
| Title: | | |
| D. | | |
| Date: | | |

| | | TEST F | TP1 | |
|---|---|---|--|--|
| PROJECT LOCATION CLIENT CONTRAC OPERATO EQUIPMEI WEATHER PERFORM DEPTH (FT) | Mot KV TOR Tow R Edd NT Dee | Eddy | | PG1 OF1 LOCATION |
| | (FT) | (FT) | Sand with Gravel (SP & SW) - fine to medium and fine to coarse sand, 20%-30% subangular and subrounded gravel to 3", brown. Several rounded cobbles and boulders to ~8" Occasional pieces of wood Some zones with ~5%-15% nonplastic fines Some zones without gravel FILL Ash - mixture of fine to medium sand and ash (from wood burning), occasional sticks, pieces of plastic, plastic sheet, glass shards, and rounded gravel to 2", black/dark gray. | |
| 6.0 7.0 8.0 | | ~7' | Rounded boulders to ~12 Sand with Silt & Gravel (SP-SM) - fine subrounded gravel to 3", moist, light brow Bottom of Test F | FILL sand, 5%-15% nonplastic fines, 10%-20% vn. Pit at ~7.5' PIT DIMENSIONS (FT): |
| No groundwater seepage observed. | | LENGTH ~12' WIDTH ~3.5' DEPTH ~7.5' Ward Geotechnical Consulting, PLLC | | |

| | | TEST F | PIT LOG | TP2 |
|--|---|---|--|--|
| PROJECT LOCATION CLIENT CONTRAC OPERATO EQUIPME WEATHER PERFORN | Mount | ultonborough Partners, Pl vn of Moulto ly ere 310 SJ - eny, 80's F | Comer of proposed pole barry | |
| (FT) | NO. and DEPTH (FT) | CHANGE DEPTH (FT) | SOIL DESCRIPTION | |
| - 1.0 - 2.0 | | ~2' | Sand with Gravel (SW) - fine to coarse s gravel to 3", brown. Several rounded cobbles | _ |
| 3.0 | | ~2 | Ash - mixture of fine to medium sand and ash (from wood burning), occasional sticks, burnt wood, pieces of plastic, plastic sheet, glass shards, and rounded gravel to 2", black/dark gray. Occasional boulders to ~12" FILL | |
| 4.0 - 5.0 | | ~5,5' | | |
| _6.0 | | | Sand with Silt & Gravel (SP-SM) - fine s subrounded gravel to 3", moist, light brow Several boulders | sand, 5%-15% nonplastic fines, 10%-20% vn. |
| 7.0 | | | Bottom of Test F | %it at ~6.5' |
| _ | | | | |
| NOTES: | No groundwa Black corrugr of ~2' to 3'. | | observed. ulvert pipe encountered at depth | PIT DIMENSIONS (FT): LENGTH ~10' WIDTH ~3.5' DEPTH ~6.5' Ward Geotechnical Consulting PLLC |

| | | TEST F | TP3 | |
|---|------------------------------|---|--|---|
| WEATHER Sunny, 80's PERFORMED BY Craig Ward | | ultonborough Partners, Pl vn of Moulto dy ere 310 SJ - nny, 80's F | n, NH LC | PG. 1 OF 1 LOCATION Near northwest comer of proposed pole barn GROUND EL. not measured DATUM PROJECT NO. 11250 TIME STARTED 1:35 PM TIME COMPLETED 2:00 PM |
| (FT) | NO. and DEPTH (FT) | CHANGE DEPTH (FT) | SOIL DE | SCRIPTION |
| 1.0 | ~3' | | Sand with Gravel (SW) - fine to coarse sand, 25%-35% rounded to subangular gravel to 3", brown. Several rounded cobbles and boulders to ~9". One ~3' boulder just below ground surface. Zones of silty sand with 20%-30% nonplastic fines. Some metal debris, plastic tubing, brick fragments, and fiberglass insulation. FILL Silty Sand (SM) - fine to medium sand, 20%-30% nonplastic fines, 5%-15% subangular gravel to 2", fine roots, moist, orange-brown. Several cobbles and boulders. POSSIBLE FILL | |
| 6.0 | | | Silty Sand with Gravel (SM) - fine to medium sand, 15%-25% nonplastic fines, 15%-25% subangular gravel to 2", moist, light brown-gray. Several cobbles and boulders. | |
| 8.0 | | | Bottom of Test P | 'it at ~7.5' |
| NOTES: | No groundwa CMP culvert (| | observed. at depth of ~2.5' (to crown). | PIT DIMENSIONS (FT): LENGTH ~12' WIDTH ~3.5' DEPTH ~7.5' Ward Geotechnical Cossulting, PLLC |

| | | TEST F | PIT LOG | TP4 |
|---|------------------------------------|--|---|--|
| LOCATION MODE CLIENT KV CONTRACTOR TOW OPERATOR Edd EQUIPMENT Dee | | ansfer Station Pole Barn oultonborough, NH / Partners, PLLC own of Moultonborough ddy eere 310 SJ - rubber tire backhoe unny, 80's F | | PG. 1 OF 1 LOCATION Near northeast comer of proposed pole barn GROUND EL. not measured DATUM PROJECT NO. 11250 TIME STARTED 2:00 PM TIME COMPLETED 2:30 PM |
| DEPTH (FT) | SAMPLE NO. and DEPTH (FT) | STRATA CHANGE DEPTH (FT) | SOIL DESCRIPTION | |
| 1.0 2.0 3.0 4.0 | | ~0.5' | Sand with Gravel (SW) - fine to coarse signavel to 3", brown. Silty Sand with Gravel (SM) - fine to me nonplastic fines, 10%-20% subrounded to at bottom of layer), olive-gray. Wire, metal and plastic do Several rounded and substicks, burnt wood, pieces of plastic, plast gravel to 2", black/dark gray. Several rounded and substicks. | FILL dium (some coarse) sand, 10%-20% o subangular gravel to 3", moist (wet ebris, wood (logs and lumber). sangular boulders to 2'. FILL d ash (from wood burning), occasional tic sheet, glass shards, and rounded |
| 6.0 -7.0 -8.0 NOTES: | No groundwa | ~7.5' ter seepage o | to subangular gravel, 5%-10% nonplastic Bottom of Test P | |
| | | | | Ward Geotechnical Consulting, PLLC |